

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

JUL 20 2018

David J. Bradley, Clerk of Court

MATTHEW M. NORTON

V.  
TRELLIS COMPANY a.k.a  
TEXAS GUARANTEED STUDENT LOAN  
CORPORATION

§  
§  
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§  
§

CIVIL ACTION NO. 4:18-CV-1354

**AFFIDAVIT OF COMPLAINT  
UNDER 42 U.S.C. § 1983  
(Amended)**

**BACKGROUND**

On April 14, 2016, the Defendant mailed document titled “ Notice Prior to Administrative Garnishment” via United States Postal Service to the employer of the plaintiff SIGHT & SOUND LLC, ordering the employer to garnish wages under color of statute(s) 20 U.S.C § 1095(a) and 15 U.S.C § 1673 *et. al.* (Exhibit A) The Plaintiff immediately informed his employer of the deficiencies on the income withholding order that was issued by the Defendant. The Plaintiff's employer was in agreement that the instrument in question was not a valid court order and did not withhold Plaintiff's income pursuant to Defendants request. The withholding order issued by Texas Guaranteed Student Loan (currently named TRELLIS COMPANY) contained elements that matched the form of a lawful order, but lacked substance due to the order not having judicial force of law such as a signature of a judge from a court of competent jurisdiction, subsequent to a trial by jury, and no record of a judgment filed at the Fort Bend County Clerks Office the jurisdiction that the Plaintiff domiciles.

On May 16, 2016 The Defendant mailed a second document titled “Order of Withholding From Earnings”(Exhibit E) , the Plaintiff and his employer were still in agreement that the instrument was not a valid court order. The Defendant followed up with a third letter demanding the Plaintiff's withheld income on July 7, 2016.(Exhibit F) The Plaintiff mailed a notarized affidavit(Exhibit B)

disputing the “debt “,demanding the Defendant to validate the “debt”,also to provide evidence of a valid “obligation” exists between the parties dated July18, 2016 . Subsequently, the Defendant mailed back an automated general response letter neglecting to rebut the affidavit point for point on July 25, 2016.(**Exhibit D**) At the end of July 2016 The Employer of the Plaintiff began withholding earnings under threat of suit by vague claims of federal law according to the defendants letter. (**Exhibit F**)

### **CAUSE OF ACTION**

The Plaintiff brings this suit pursuant to :

1. **42 U.S.C § 1983 Deprivation of Rights under Color of Law**
2. **18 U.S.C § 241 Conspiracy to Deprive Rights**
3. **18 U.S.C § 242 Deprivation of Rights under Color of Law**
4. **18 U.S.C. § 1341 Frauds and swindles**
5. **18 U.S.C. §1343. Fraud by wire, radio, or television**

The plaintiff affirms that the following federal rights guaranteed by the Constitution for the United States were violated under color of non-positive law titles by the defendant :

1. **5<sup>th</sup> amendment rights** “No person shall be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.”
2. **7<sup>th</sup> amendment rights** “In Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury shall be otherwise reexamined in any Court of the United States, than according to the rules of the common law. “
3. **14<sup>th</sup> amendment rights** “... No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws. “

#### 4. **The Prohibition of Bills of Attainder** “Powers Denied to Congress Article I Section 9.Clause

##### 3 Bills of Attainder and Ex Post Facto Laws “

“...Thus, the particular phraseology of the Constitution of the United States confirms and strengthens the principle, supposed to be essential to all written Constitutions, that a law repugnant to the Constitution is void, and that courts, as well as other departments, are bound by that instrument.

The rule must be discharged.” **Marbury v. Madison, 5 U.S. 137 (1803) Page 5 U. S. 180**

"No State shall pass any bill of attainder, ex post facto law, or law impairing the obligation of contracts." A bill of attainder is a legislative act which inflicts punishment without a judicial trial.

If the punishment be less than death, the act is termed a bill of pains and penalties. Within the meaning of the Constitution, bills of attainder include bills of pains and penalties. In these cases, the legislative body, in addition to its legitimate functions, exercises the powers and office of judge; it assumes, in the language of the textbooks, judicial magistracy; it pronounces upon the guilt of the party without any of the forms or safeguards of trial; it determines the sufficiency of the proofs produced, whether conformable to the rules of evidence or otherwise; and it fixes the degree of punishment in accordance with its own notions of the enormity of the offense."Bills of this sort," **Cummings v. Missouri, 71 U.S. 4 Wall. 277 (1867) ,Page 71 U. S. 323**

“...The clause thus prohibits all legislative acts, “no matter what their form, that apply either to named individuals or to easily ascertainable members of a group in such a way as to inflict punishment on them without a judicial trial. . . .” **Ex parte Garland 794 S.W.2d 36 (1990)**

**United States v. Lovett,328 U.S. 303 (1946)** “The Constitution did not contemplate that congressional action aimed at three individuals, which stigmatized their reputations and seriously impaired their chances to earn a living, “ **P.328 U. S. 314.**

2. Section 304 violates Article I, § 3, cl. 9 of the Constitution, which forbids the enactment of any bill of attainder or ex post facto law. **P.328 U. S. 315.**

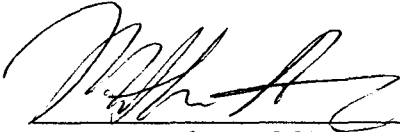
(a) Legislative acts, no matter what their form, that apply either to named individuals or to easily ascertainable members of a group in such a way as to inflict punishment on them without a judicial trial, are bills of attainder prohibited by the Constitution. Cummins v. Missouri, 4 Wall. 277; Ex parte Garland, 4 Wall. 333. P.328 U. S. 315.(b) Section 304 clearly accomplishes the punishment of named individuals without a judicial trial. P.328 U. S. 316. Page 328 U. S. 304

### **IRREFUTABLE FACTS OF THE CONTROVERSY**

1. Pursuant to 1 U.S.C § 204 the statutes cited on the Trellis Company's wage garnishment order by the Defendant are non-positive law titles.
2. This matter is not about a defaulted student loan, but the action taken by a third-party debt collector using unconscionable means such as the misrepresentation of Federal Statutes to enforce an obligation in which none exists between the parties, consequently violating the Plaintiff's Due process Rights under the 5<sup>th</sup> and 14<sup>th</sup> amendments of the Federal Constitution
3. The Defendant has intercepted federal tax returns of the plaintiff during the fiscal year(s) 2012, 2013,2014,2015,and 2016 in pursuit of the alleged "debt" absent of a valid judgment on record.  
**(Exhibit G)**
4. The Defendant garnished wages from the Plaintiff's former(s) employer AT&T (Southwestern Bell Inc) and Sight & Sound LLC during fiscal year(s) 2015, 2016, and 2017.
5. The Plaintiff has suffered pecuniary damages as a result of action taken by the Defendant in the total amount of \$14,213.96
6. The Plaintiff's credit rating has suffered immensely due to the improper reporting of the third-party debt collection as a loan by the Defendant thereby violating the Fair Credit Reporting Act(FCRA).
7. In 1979, the Texas Legislature created TGSL (Texas Guaranteed Student Loan Corporation) as a quasi public non profit corporation. Currently this company registered and bonded with the Texas Secretary of State pursuant to **Texas Finance Code § 392.101** to participate in third-party debt collection activities. **(Exhibit C)**
8. The plaintiff asserts that debt collectors such as the Trellis Company used tactics such as the creation of void orders and misrepresentation of laws to circumvent the intricacies of judicial proceedings and due process rights guaranteed by the Constitution .

9. The Defendant has caused damages in furnishing false information to the major credit reporting agencies, incidentally causing the Plaintiff to be rejected from gainful employment. **(Exhibit H)**
10. The Plaintiff has occurred damages in the form of denial of employment based on false information furnished to the credit reporting agencies. **(Exhibit H)**

Respectfully submitted,



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Matthew M. Norton  
Pro Se

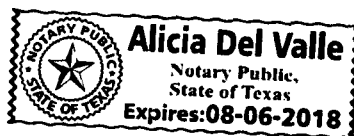
I, Matthew Norton, do hereby declare:

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on 7/20/2018

Signature Matthew Norton

Notary Public: Alicia Del Valle



Printed Name: Alicia Del Valle

My Commission Expires: 08/06/2018

# Exhibit A



**IN RE  
STUDENT LOAN DEBT OF  
MATTHEW NORTON, DEBTOR**

**§  
§  
§**

**ISSUED April 14, 2016**

**NOTICE PRIOR TO ADMINISTRATIVE WAGE GARNISHMENT**

You are given notice that the Texas Guaranteed Student Loan Corporation (TG), pursuant to federal law (Public Law 102-164; as amended by Public Law 109-171; 20 U.S.C. § 1095a et seq.), will order your employer to immediately withhold money from your pay (a process known as "Administrative Wage Garnishment") for payment of your defaulted student loan(s), unless you take the action set forth in this Notice.

**Debtor: MATTHEW NORTON  
15127 SNOW HILL CT  
SUGAR LAND, TX 77498-  
2149**

**Employer: SIGHT AND SOUND TELEVISION, LLC  
13312 REDFISH LN STE 101  
STAFFORD, TX 77477-4429**

**Account  
Number: 000000000270868200**

**Total Amount  
Currently Owed: \$14,561.87 \***  
*\* This amount includes principal, accrued  
interest and collection costs.*

You must establish a repayment agreement approved by TG and TG must receive your initial payment before 2:00 p.m. (5:00 p.m. if paid online through myTG <sup>SM</sup>), Central Time, on or before May 19, 2016. Otherwise, TG will proceed to collect this debt through deductions from your pay. Unless you act by May 19, 2016, your employer will be ordered to deduct from your pay an amount equal to no more than fifteen percent (15%) of your disposable pay for each pay period, or the amount permitted by 15 U.S.C. 1673, (unless you give TG written consent to deduct a greater amount) to repay your student loan(s) held by TG. Disposable pay includes pay remaining after all deductions required by law have been withheld (such as social security and federal and state income taxes). Your employer will be ordered to deduct this amount no later than the first pay period which occurs after the date on which the Order of Withholding is issued to your employer, and will be ordered to deduct this amount each time you are paid, until your debt is paid in full.

**You have the following rights regarding this action:**

- You have an opportunity to inspect and/or request copies of TG records relating to your debt. Basic information about your debt will be provided free of charge along with our response to your hearing request. All requests for documentation must be in writing. Telephone requests will not be honored. *Please note that a request for documents, by itself, will not prevent garnishment of your wages.*
- You have the opportunity to avoid Administrative Wage Garnishment by immediately remitting the balance in full or by entering into a written repayment agreement with TG to establish a satisfactory schedule for the repayment of this debt. To obtain information on entering into a repayment agreement, call (800) 222-6297, ext.3111.
- You have the right to object to the proposed garnishment, and you have an opportunity for a hearing on your objection. You may raise as objections: (1.) the existence of the debt; (2.) the amount of the debt; (3.) the enforceability of the debt; or, (4.) that making installment payments in amounts equal to 15% of your disposable pay, or having payments in that amount withheld from your disposable pay would constitute an extreme financial hardship.



# Exhibit B

Affidavit of Fact - Requesting For Discovery

Matthew M. Norton  
15127 Snow Hill Ct.  
Sugar Land, Texas [77498]

Certified Mail receipt number 7016 0750 0000 0989 1232

The name of the person who sent you the collection letter:  
Attn: /C.F.O./C.E.O of Texas Guaranteed Student Loan Services  
TG  
P.O. Box 83100  
Round Rock, TX 78683-3100  
(800) 252-9743

Sir or Madam:

You are in receipt of notice under the authority of The Fair Debt Collections Practices Act regarding your file #000000000270868200. It is not now, nor has it ever been my intention to avoid paying any obligation that I lawfully owe. In order that I can make arrangements to pay an obligation which I may owe, please document and verify the "debt" by complying in good faith with this request for validation and notice that I dispute part of, or all of the alleged debt.

1. Please furnish a copy of the original promissory note redacting my social security number to prevent identify theft and state under penalty of perjury that your client named above is the holder in due course of the promissory note and will produce the original for my own and a judge's inspection should there be a trial to contest these matters.
2. Please produce the account and **general ledger** statement showing the full accounting of the alleged obligation that you are now attempting to collect.
3. Please identify by name and address all persons, corporations, associations, or any other parties having an interest in legal proceedings regarding the alleged debt.
4. Please verify under penalty of perjury, that as a debt collector, you have not purchased evidence of debt and are proceeding with collection activity in the name of the original maker of the note.
5. Please verify under penalty of perjury that you know and understand that certain clauses in a contract of adhesion, such as a so-called forum selection clause, are unenforceable unless the party to whom the contract is extended could have rejected the clause without impunity.
6. Please verify under penalty of perjury that you know and understand that ultra-vires contracts are a series of continuing offers to contract and as such are non-transferable.
7. Please provide verification from the stated creditor that you are authorized to act for them.
8. Please verify that you know and understand that contacting me again after receipt of this notice without providing procedurally proper validation of the debt constitutes the use of interstate communications in a scheme of fraud by advancing a writing, which you know is false with the intention that others rely on the written communication to their detriment.

Exhibit B

Date: July 18, 2016

"Without Prejudice"

Disputing the "debt"

Matthew Norton  
Matthew M. Norton

Commission Notary

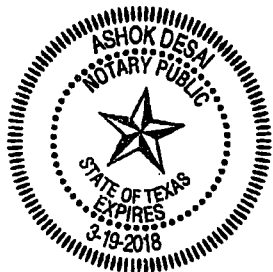
Type of I.D. Shown: TXDL # 22667114 EXP. DEC. 2017

Notary Name: ASHOK, DESAI

Notary Signature: A. Desai Dated: 7/18/2016

Commission Expires: 3/19/2018

NOTARY SEAL



Copy to:  
Consumer Response Center  
Federal Trade Commission  
Washington, D.C. 20580

# Exhibit C

**TEXAS SECRETARY of STATE**  
**ROLANDO B. PABLOS****Debt Collector Search**

Section 392.101 of the Texas Finance Code prohibits a third-party debt collector or credit bureau from engaging in debt collection in Texas unless the third-party debt collector or credit bureau has obtained a surety bond and filed a copy of the bond with the Office of the Secretary of State.

On this site, you can search for individuals and entities that have filed debt collector bonds with the Office of the Secretary of State. The search results will indicate, **based on the information filed with the Office of the Secretary of State**, whether the bond is active, pending cancellation, or has been cancelled. All fields displayed are searchable.

<b>Debt Collector File Number</b>	<b>Status</b>
<input type="text"/>	<input type="text"/>
<b>Principal Name</b>	
<input type="text" value="Texas Guaranteed"/>	
<b>Address</b>	
<input type="text"/>	
<b>City</b>	
<input type="text"/>	
<b>State</b>	<b>Zip Code</b>
<input type="text"/>	<input type="text"/>
<b>Bonding Company Name</b>	
<input type="text"/>	
<input type="button" value="Search"/>	<input type="button" value="Start Over"/>

**Found: 3 Displayed: 3**

<b>Principal Name: Texas Guaranteed Student Loan Corporation</b>		<b># 1</b>
<b>Address:</b>	<b>P O Box 201725 Austin, TX 78720-</b>	
<b>File Number:</b>	<b>990027</b>	
<b>Status:</b>	<b>Active</b>	
<b>Date Filed:</b>	<b>2/24/1999</b>	
<b>Cancellation Date:</b>		
<b>Phone:</b>	<b>(512) 219-5700</b>	
<b>Bonding Company:</b>	<b>Universal Surety of America</b>	
<b>Bond No:</b>	<b>TX0928707</b>	

<b>Principal Name: Texas Guaranteed Student Loan Corporation</b>		<b># 2</b>
<b>Address:</b>	<b>P O Box 83100 Round Rock, TX 78683</b>	

*Exhibit C*

File Number:	20100219
Status:	Active
Date Filed:	8/18/2010
Cancellation Date:	
Phone:	(512) 219-5700
Bonding Company:	Western Surety Company
Bond No:	70949316

Principal Name: **Texas Guaranteed Student Loan Corporation dba Texas Guaranteed # 3**

Address:	301 Sundance Parkway Round Rock, TX 78681
File Number:	20130031
Status:	Canceled Close File
Date Filed:	2/15/2013
Cancellation Date:	9/27/2016
Phone:	(512) 219-5700
Bonding Company:	Travelers Casualty and Surety Company of America
Bond No:	7752241434TX

Instructions:

- There is no fee for this service.
- Wildcard searches are permitted for debt collector principal name. Example: Principal Name: **ABC%**
- Addresses provided were current on the date the Debt Collector was registered. The address provided may no longer be valid if the status is closed.

# Exhibit D



July 25, 2016

**MATTHEW NORTON**  
**15127 SNOW HILL CT**  
**SUGAR LAND, TX 77498-2149**

RE: Account Number 270868200

Dear Matthew Norton:

Thank you for your letter to Texas Guaranteed Student Loan Corporation (TG) received on July 21, 2016. In response to your formal request for validation of your account, please find enclosed:

- A copy of your loan application/promissory note;
- Account Summary, Default, Loans in Collections and Post Claim Financial Statement; and,
- Customer History.

Once your loan servicer, Georgia Student Finance Authority, filed assignment of your account to TG, we will review and investigate the account.

TG has updated your account information and will be reported as such. If you have any questions regarding your account or the information enclosed, you may contact our office at (800) 222-6297. TG's office hours are Monday – Thursday, 8:00 a.m. – 9:00 p.m., and Friday 8:00 a.m. – 5:00 p.m., Central Time. TG's email address is [collections@tgsllc.org](mailto:collections@tgsllc.org).

*Vantage*  
H O S P I T A L I T Y  
*Exhibit D*

servicer, Georgia Student Finance Authority, filed assignment of your account to TG, we will review and investigate the account.

If you have any questions regarding your account or the information enclosed, you may contact our office at (800) 222-6297. TG's office hours are Monday – Thursday, 8:00 a.m. – 9:00 p.m., and Friday 8:00 a.m. – 5:00 p.m., Central Time. TG's email address is [collections@tgsllc.org](mailto:collections@tgsllc.org).

Respectfully,

TG Collections

Enclosures

This is an attempt by a debt collector to collect a debt, and any information obtained will be used for that purpose.



# Exhibit E



**IN RE**  
**STUDENT LOAN DEBT OF**  
**MATTHEW NORTON, DEBTOR**

§  
§  
§

**EMPLOYER:**  
**SIGHT AND SOUND TELEVISION LLC**  
**13312 REDFISH LN STE 101**  
**STAFFORD, TX 77477-4429**

### **ORDER OF WITHHOLDING FROM EARNINGS**

Pursuant to authority granted the Texas Guaranteed Student Loan Corporation (TG) by federal law (Public Law 102-164; as amended by Public law 109-171; 20 U.S.C. §1095a et seq.) as the current holder of the debt identified below, **YOU**, the employer of the debtor named below, **ARE HEREBY ORDERED AND DIRECTED** to withhold income from the debtor's disposable pay from this employment for payment of defaulted student loan(s), as follows:

**Debtor:** MATTHEW NORTON  
**Address:** 15127 SNOW HILL CT  
SUGAR LAND, TX 77498-2149

**Case Number:** 00000000270868200  
**SSN#:** 632-20-1342  
**Total Amount** \$14,653.59  
**Currently Due:**

**Amount to Withhold:**

Employer **SHALL DEDUCT AND PAY TO TG** from the debtor's wages fifteen percent (15%) of the debtor's disposable pay for each pay period, or the amount permitted by 15 U.S.C. 1673, unless the debtor provides TG with written consent to deduct a greater amount. **This amount SHALL be deducted** until the amount set forth above as the "Total Amount Currently Due", plus all further accrued interest, is fully paid.

**Time for Withholding:**

Employer is **DIRECTED to begin withholding** from the debtor's disposable pay beginning with **the first pay period** that occurs after the issuance of this Withholding Order.

**Method of Payment:**

Employer is **DIRECTED TO PAY all amounts withheld** on each regular pay day, no less frequently than once each month, to:

**TG**  
**P.O. Box 659601**  
**San Antonio, TX 78265-9601**

All payments **MUST identify** the debtor and the debtor's case number or social security number.

Section 488A of the Higher Education Act provides that an employer who fails to comply with a garnishment order issued under this law will be liable for any amounts that are not so withheld following its receipt, in addition to costs of suit as a result of legal action authorized under the law.

**THIS ORDER OF WITHHOLDING IS ISSUED BY TG ON May 21, 2016.**

TG Collections

Email: collections@tgslc.org

# Exhibit F



July 07, 2016

SIGHT AND SOUND TELEVISION LLC  
ATTN: PAYROLL  
13312 REDFISH LN STE 101  
STAFFORD, TX 77477-4429

RE: MATTHEW NORTON, DEBTOR  
TG ACCOUNT # 000000000270868200

Dear Employer:

On May 20, 2016, the Texas Guaranteed Student Loan Corporation (TG) issued an ORDER OF WITHHOLDING FROM EARNINGS (Order) for MATTHEW NORTON, Debtor, (SSN 632-20-1342) requiring the employer to withhold a percentage of the debtor's wages for payment of defaulted student loan(s). Our records indicate this company employs this debtor. For your reference, a second copy of that Order is enclosed with this Second Notice.

TG's records reflect that, as of the date of this second notice, we have not received the wage garnishment payments that the Order requires the employer to make.

Under federal law, TG is required to sue any employer who fails to garnish wages after receipt of an Order. If TG is forced to file suit, it is entitled to seek not just the amount an employer fails to garnish, but also attorney's fees, costs and punitive damages. Unless TG receives your garnishment payment within thirty (30) days after the issuance of this second notice, TG must review this matter for further legal action.

If the debtor referenced in the Order no longer works for the employer, you must notify TG to preclude liability for failure to comply with the Order. A second Employer Acknowledgement of Wage Withholding Obligation is enclosed with this Second Notice. You must complete the appropriate spaces on the form and return it to TG so that the Order may be released.

If you have not sent in a wage garnishment payment for this debtor because the debtor's next pay period following the issuance of the Order has not yet occurred, you must fill out the pay period information on the Employer Acknowledgement and return it to TG.

If you have already made the wage garnishment payment(s) for this debtor, please call TG at the number listed below to confirm that the payment was received.

Your cooperation is essential to the success of this program.

If you have any questions regarding this second notice or the wage garnishment process, please contact the Administrative Wage Garnishment Team at (800) 252-9743, ext. 4125 or (512) 219-5700, ext. 4125.

This second notice is issued on 07/07/2016.

TG Collections  
Email: [collections@tgslc.org](mailto:collections@tgslc.org)

CERTIFIED MAIL # 7016 0600 0000 2315 9772

# Exhibit G

DEPARTMENT OF THE TREASURY  
BUREAU OF THE FISCAL SERVICE  
P.O. BOX 1686  
BIRMINGHAM, AL 35201-1686

002076



**THIS IS NOT A BILL  
PLEASE RETAIN FOR YOUR RECORDS**

03/02/16

NORTON, MATTHEW M  
15127 SNOW HILL CT  
SUGAR LAND, TX 77498-2149



125156354

As authorized by federal law, we applied all or part of your federal payment to a debt you owe. The government agency (or agencies) collecting your debt is listed below.

U.S. Department of Education  
FEDERAL OFFSET UNIT  
P.O. BOX 5227  
GREENVILLE TX 75403

TIN Num: 632-20-1342  
TOP Trace Num: 125156354  
Acct Num: 05632201342  
Amount This Creditor: \$2713.00  
Creditor: 05 Site: 90

**800-621-3115 (800)621-3115**  
PURPOSE: Non-Tax Federal Debt

The agency has previously sent notice to you at the last address known to the agency. That notice explained the amount and type of debt you owe, the rights available to you, and that the agency intended to collect the debt by intercepting any federal payments made to you, including tax refunds. **If you believe your payment was reduced in error or if you have questions about this debt, you must contact the agency at the address and telephone number shown above.** The U. S. Department of the Treasury's Bureau of the Fiscal Service cannot resolve issues regarding debts with other agencies.

We will forward the money taken from your federal payment to the agency to be applied to your debt balance; however, the agency may not receive the funds for several weeks after the payment date. If you intend to contact the agency, please have this notice available.

U. S. Department of the Treasury  
Bureau of the Fiscal Service  
(800) 304-3107  
TELECOMMUNICATIONS DEVICE FOR THE DEAF (TDD) (866) 297-0517

**PAYMENT SUMMARY**

PAYEE NAME: NORTON, MATTHEW M  
PAYMENT BEFORE REDUCTION: \$2713.00  
TOTAL AMOUNT OF THIS REDUCTION: \$2713.00  
PAYING FEDERAL AGENCY: Internal Revenue Service  
(See Insert on Tax Refund Offsets for Additional Information)

PAYMENT DATE: 03/02/16  
PAYMENT TYPE: EFT  
SPLIT REFUND CODE:

FOR OFFICIAL USE ONLY: 0000002052 12515635402436223101491995278CLTR-P01NORT004527

RL101614



# Exhibit H



**FEMA**

MEMORANDUM FOR: Matthew Maynard Norton

FROM: Kimberly Brown Davis  
Director, Personnel Security Division  
The Office of the Chief Security Officer

SUBJECT: Notice of Delinquent Debt

DATE: October 17, 2017

This memorandum serves as notification that the Federal Emergency Management Agency (FEMA), Office of the Chief Security Officer (OCSO), Personnel Security Division has found you ineligible for temporary employment with/or on behalf of FEMA at this time.

When FEMA is required to hire quickly to augment its normal staffing levels to meet the needs of citizens impacted by events in presidentially declared disasters, the Department of Homeland Security provides the Agency with short-term, abbreviated vetting procedures to make expedited, risk-based hiring decisions. FEMA PSD performed preliminary screening checks in connection with your employment opportunity and discovered that you have financial delinquencies totaling **\$20,887**. Therefore, you have been found ineligible. However, if the information provided on the consumer credit report is inaccurate, you may provide documentary evidence to refute the findings of the report **within 5 days** of the date of this memorandum and request to be reconsidered; otherwise, this decision is final. Documentary evidence includes proof/receipts showing that you have been paying on these accounts and that they are current or are paid in full.

You are advised that the consumer reporting agency does not make the decision to take the action and is unable to provide the specific reasons why the action is taken.

The name, address, and telephone number of the consumer reporting agency is indicated in the attached credit report. Also included is a Summary of Your Rights under the Fair Credit Reporting Act.

Attachment: Credit Bureau Report with Notice of Consumer's Rights



**Background Screening Report**

Data Facts

PO Box 4276

Cordova, TN 38088

Phone: 800-264-4110

Fax: 901-685-7351 / 901-685-5013

FILE NUMBER	1199209	REPORT DATE	10-10-2017
REPORT TO	Federal Emergency Management Agency (ZZ-DHS-FEMA-OC SO) 500 C Street SW Washington, DC 20742 Phone: - Fax: -	ORDER DATE	10-10-2017 Karyn Walker
		TYPE	Tri Merge

**Application Information**

APPLICANT	NORTON, MATTHEW MAYNARD	SSN	XXX-XX-1342	DOB	12-31-XXXX
E-MAIL	MNORTON1287@GMAIL.COM				
ADDRESS(ES)	15127 SNOW HILL COURT	CITY / STATE / ZIP	SUGAR LAND, TX 77498		

**Credit****Credit Summary**

TOTAL TRADELINES	46	30 DAYS LATE	14
CURRENTLY SATISFACTORY	14	60 DAYS LATE	17
CURRENTLY DELINQUENT	3	90 DAYS LATE	25
PREVIOUSLY DELINQUENT	17	NEWEST TRADE	07/01/17
COLLECTION/CHR OFFS	6 / 6	OLDEST TRADE	09/01/06
PUBLIC RECORDS	0	INQUIRIES	16

**Financial Summary**

	#	PAYMENT	TTL BALANCE	PAST UTILIZATION DUE
MORTGAGE	0	\$0	\$0	0%
INSTALLMENT	31	\$13300	\$38751	\$30369 25%
OPEN	1	\$0	\$0	\$0 0%
REVOLVING	14	\$790	\$24758	\$9868 15%
OTHER	0	\$0	\$0	\$0 0%
	46	\$14090	\$63509	\$40237 40%

Warning; Use careful judgment the past due column of this financial summary may possibly combine amounts of an original creditor with amounts from a collection agency collecting for the original creditor. A single debt could be included as a trade amount and with the collection agency. In a few cases, this single debt can appear as a judgment in the public records section, as well.

**Variations****Personal Information Comparison**

	NAME	SOC SEC	DOB	AKA
APPLICANT			12/31/XXXX	

	NORTON, MATTHEW	XXX-XX-		
	MAYNARD	1342		
XP/TU/EF	NORTON, MATTHEW	MATCH	12/31/XX	MATTHEW M NORTON DOB: N/A
	MAYNARD	MATCH		MATTHEW M NORTON
		MATCH		DOB: N/A
				MATTHEW M NORTON

**Address Comparison**

	ADDRESS	REPORTED
	15127 SNOW HILL COURT SUGAR LAND, TX 77498	10/10/17
APPLICANT	XP 15127 SNOW HILL CT , SUGAR LAND, TX 77498	201708
APPLICANT	XP 6810 SOLEDAD DR , HOUSTON, TX 77083	201608
APPLICANT	TU 15127 SNOW HILL CT , SUGAR LAND, TX 77498	200510
APPLICANT	TU 6810 SOLEDAD DR , HOUSTON, TX 77083	201608
APPLICANT	EF 15127 SNOW HILL CT , SUGAR LAND, TX 77498	201710

**Employment Comparison**

	COMPANY	POSITION	REPORTED
APPLICANT	XP FIRST MEDICAL RESPOND		201309
APPLICANT	XP SIGHT SOUND LLC		201608
APPLICANT	TU ATT		
APPLICANT	TU FIRST MEDICAL RESPONSE	EMT	20100801
APPLICANT	TU PRAIRIE VIEW A & M	STUDENT	

**Public Records**

NO PUBLIC RECORDS DEVELOPED

**Credit Bureau Report****Credit History**

CREDITOR	OPENING DATE MONTHS REVIEWED	REPORTED DATE DLA	HIGH CREDIT	BALANCE	PAST DUE AMOUNT	HISTORICAL TIMES PAST DUE			TYPE TERMS	PRESENT STATUS	E C O A
						30	60	90+			
TEXAS GUAR STUDENT LOA	12/01/14 31	09/01/17	\$7134	\$8190	\$8190	--	--	--	EDU UNK \$0	COLLECTION B XP/TU	B
<b>Remarks:</b> ACCOUNT INFORMATION DISPUTED BY CONSUMER; ORIGINAL CREDITOR: EDUCATIONAL SERVICES AMERICA E											
TEXAS GUARANTEED STU	31	09/01/17 201312	\$7134	\$8190	\$8190	--	--	--	EDU \$8190	COLLECTION B EF	B
<b>Remarks:</b> CONSUMER DISPUTES THIS ACCOUNT INFORMATION; COLLECTION ACCOUNT											
TEXAS GUAR STUDENT LOA	12/01/14 31	09/01/17	\$4127	\$4738	\$4738	--	--	--	EDU UNK \$0	COLLECTION B XP/TU	B
<b>Remarks:</b> ACCOUNT INFORMATION DISPUTED BY CONSUMER; ORIGINAL CREDITOR: EDUCATIONAL SERVICES AMERICA E											
TEXAS GUARANTEED STU	31	09/01/17 201312	\$4127	\$4738	\$4738	--	--	--	EDU \$4738	COLLECTION B EF	B
<b>Remarks:</b> CONSUMER DISPUTES THIS ACCOUNT INFORMATION; COLLECTION ACCOUNT											
CAPITAL ONE BANK USA	11/01/15 21	09/01/17 201612	\$2300	\$2597	\$2597	--	--	--	REV \$78	CHARGE OFF B EF	B
<b>Late Dates:</b> 4/17-120, 3/17-120, 2/17-90, 1/17-60, 12/16-30											
<b>Remarks:</b> CHARGED OFF ACCOUNT; ACCOUNT CLOSED BY CREDIT GRANTOR											